



March 21, 2014

To: Executive Board

Subject: **Azusa Park & Ride Memorandum of Understanding (MOU) -  
Amendment No. 4**

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### **Recommendation**

Authorize the Executive Director to execute Amendment No. 4 to the Memorandum of Understanding (MOU) with the City of Azusa related to the construction of the Azusa Intermodal Parking Facility.

### **Analysis**

On October 4, 2010 Foothill Transit and the City of Azusa entered into an MOU concerning a proposed Park & Ride facility in the City.

The original MOU provides direction for the development of the Park & Ride facility, including joint financing, planning, design, construction and use of the Park & Ride facility. Under the terms of the MOU, Foothill Transit will serve as the Federal Transit Administration grantee for the Project.

Amendment No. 4 (**Attachment A**) will update the financial commitments for Foothill Transit and the City of Azusa and update the responsibilities of the parties, relative to on-going maintenance.

Based on the Schematic Cost Estimate dated February 10, 2014, a new construction budget has been developed. The new project budget, based on a 547-space four-level parking structure, is \$13,250,000.

The increase in cost can be attributed to the following factors:

- The original estimate was developed in 2010 for the parking structure south of the Gold Line tracks (Alternative 1). The new parking structure is located north of the Gold Line tracks, between Alameda Avenue and Azusa Avenue, south of 9<sup>th</sup> Street.
- The Alternative 1 location did not require utility relocation. The approved new location (north of the tracks) requires several utilities to be relocated in order to construct the parking structure and a new roadway.
- The approved parking structure requires construction of a new bus access road and bus stops from Azusa Avenue to Alameda Avenue.
- The proposed parking structure slightly increased the size of the structure from the original proposed 511 spaces to 547 parking spaces.



The following is a summary list of the financial contributions to the Project:

- Foothill Transit: \$5,775,000, plus \$750,000 to cover Foothill Transit's share of maintenance for the 50-year life of the structure which will be paid "up-front". The maintenance cost is based on an estimate of an annual maintenance cost of \$35,750 for the parking structure. Foothill Transit's share of the maintenance cost is estimated at \$13,000 per year (based on the number of parking spaces assigned to Foothill Transit).
- City of Azusa: \$7,475,000.

The estimated project cost is estimated at \$13,250,000. A more refined cost estimate will be provided as the Project continues to be developed from schematic design to detail design.

**Budget Impact**

Foothill Transit's FY 2014 Business Plan includes funding for the Azusa Park & Ride Project.

Sincerely,

A handwritten signature in blue ink that reads "Sharlane R. Bailey".

Sharlane R. Bailey  
Director of Facilities

A handwritten signature in blue ink that reads "Doran J. Barnes".

Doran J. Barnes  
Executive Director

Attachment

## CITY OF AZUSA

### FOURTH AMENDMENT TO FOOTHILL TRANSIT MEMORANDUM OF UNDERSTANDING

#### 1. PARTIES AND DATE.

This Fourth Amendment to the Memorandum of Understanding (MOU) ("Fourth Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Azusa, a municipal corporation organized under the laws of the State of California, with its principal place of business at 213 East Foothill Boulevard, Azusa, California 91702-1295 ("City") and Foothill Transit, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 ("Foothill Transit"). City and Foothill Transit are sometimes individually referred to herein as "Party" and collectively as "Parties".

#### 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Memorandum of Understanding dated October 4, 2010 ("Original MOU"), whereby Foothill Transit agreed to partner with the City to cause a park and ride facility to be constructed within the City for use by multiple public agencies and the public.

2.2 First Amendment. The Parties amended the Original MOU to: (1) provide for a) the City's reimbursement of costs associated with the environmental review process and b) defense and indemnification of Foothill Transit in the event that the Project is approved, but later successfully challenged in court; and (2) clarify that Foothill Transit's minimum financial contribution to the construction of the Project is \$4 million dollars.

2.3 Second Amendment. The Parties amended the Original MOU and First Amendment to provide that the City will immediately begin to reimburse Foothill Transit for environmental review process costs that have already been incurred and will continue to be incurred.

2.4 Third Amendment. The Parties amended the Original MOU, First Amendment, and Second Amendment to provide additional funding of \$90,000 to prepare additional environmental analyses necessary to expand the "alternatives" section of the Draft EIR (DEIR) for the Project and re-circulate the DEIR.

2.5 Fourth Amendment. The Parties now desire to further amend the original MOU, First Amendment, Second Amendment, and Third Amendment to: (1) up-date the financial commitments of the Parties based upon more definitive cost information; (2) up-date the responsibilities of the Parties, relative to on-going maintenance; and (3) make several administrative revisions to the original MOU.

3. TERMS.

3.1. Article 2 of the Original MOU shall be amended to read as follows:

**“ARTICLE 2  
SCOPE OF PROJECT**

The Project generally consists of the construction of a park and ride facility that includes a 4-level parking structure containing between 500 and 725 parking spaces to be used by the public, and bus bays and turnouts to be utilized by Foothill Transit. A more complete description of the scope of the Project is attached hereto as Exhibit ‘B’ to the MOU.”

3.2 Article 3 of the Original MOU shall be amended to read as follows:

**“ARTICLE 3  
FUNDING OBLIGATIONS OF FOOTHILL TRANSIT**

The Parties agree that Foothill Transit will serve as the Federal Transit Administration grantee for the Project. Foothill Transit will contribute an amount not to exceed Five Million, Seven Hundred Seventy Five Thousand Dollars (\$5,775,000) to the Project.”

3.3 Article 4 of the Original MOU shall be amended to read as follows:

**“ARTICLE 4  
FUNDING OBLIGATIONS OF THE CITY**

The City agrees that it will contribute an amount not to exceed Seven Million, Four Hundred Seventy Five Thousand Dollars (\$7,475,000) to the Project. Further, the City shall use its best efforts to facilitate, through the Successor Agency to the former Azusa Redevelopment Agency, the contribution of a portion of the land shown on the attached Exhibit A to the Project. Such land has been valued at approximately \$1,300,000.”

3.4 Section B of Article 5 of the Original MOU shall be amended to read as follows:

“Foothill Transit and City shall be jointly responsible for the funding and commissioning and preparation of final design plans, construction drawings and specifications for construction of the Project. In addition, Foothill Transit will be responsible for the funding, preparation and assuring completion of all environmental documents and clearances required under Federal and State law for the Project, however, City shall assist with the funding of the preparation of environmental documents up to a maximum amount of \$558,000.”

3.5 Section B of Article 6 of the Original MOU shall be amended to read as follows:

“B. Construction Defined. Project construction shall include, but not be limited to, the erection of the physical structures comprising the parking structure; the installation of all systems necessary for the proper functioning of the parking structure, including but not limited to the relocation and modification of utilities; and installation of landscaping and irrigation around the structure. Construction will also include the construction of any and all ancillary bus stop facilities that Foothill Transit determines are necessary to serve the Project.”

3.6 Article 7 of the Original MOU shall be amended to read as follows:

**“ARTICLE 7  
OWNERSHIP OF FACILITIES**

The Parties agree that the parking structure and the bus bays will be owned by the City. The Parties agree to enter into a separate agreement memorializing such ownership rights.

3.7 Section D of Article 10 of the Original MOU shall be amended to read as follows:

“D. The Parties agree that Foothill Transit’s proportionate share of the estimated annual maintenance costs of the Parking Structure shall be \$15,000. Maintenance costs shall include, but not be limited to, utilities, fire alarm monitoring, elevator maintenance, cctv maintenance, paint, graffiti abatement, security, and parking enforcement. The Parties recognize that Foothill Transit shall make a one-time payment of \$750,000, which will represent the full payment of Foothill Transit’s share of maintenance costs for the 50 year term of the proposed lease of 200 spaces within the parking structure leased to Foothill Transit by the City.

3.8 Section B of Article 11 of the Original MOU shall be amended to read as follows:

“B. The City will be solely responsible for structural repairs to the Project structures.”

3.9 Article 20 of the Original MOU shall be partially amended to read as follows:

“Foothill Transit: Sharlane Bailey, Director of Facilities  
100 South Vincent Avenue, Suite 200  
West Covina, CA 91790  
Telephone: (626) 931-7253”

3.10 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Original MOU shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term “MOU” appears in the MOU, it shall mean the MOU as amended by this Fourth Amendment.

3.11 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fourth Amendment.

3.12 Counterparts. This Fourth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**CITY OF AZUSA**

By: \_\_\_\_\_

  
James Makshanoff  
City Manager

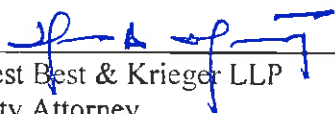
**FOOTHILL TRANSIT**

By: \_\_\_\_\_

Doran J. Barnes  
Executive Director

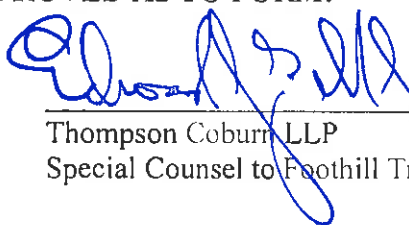
APPROVED AS TO FORM:

By:

  
Best Best & Krieger LLP  
City Attorney

APPROVED AS TO FORM:

By:

  
Thompson Coburn LLP  
Special Counsel to Foothill Transit

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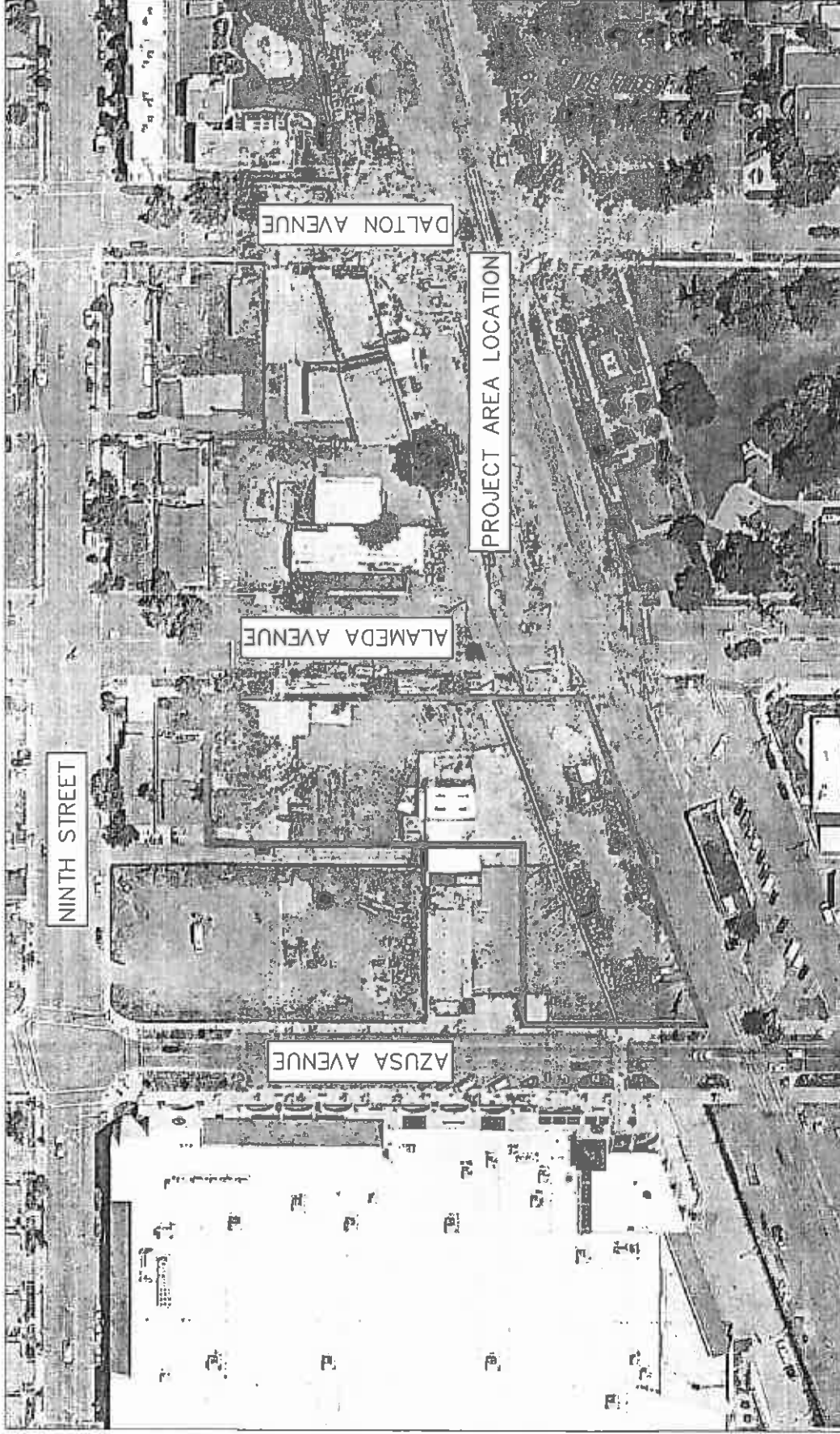


EXHIBIT A  
PROPOSED AREA FOR LOCATION OF  
THE DOWNTOWN PARKING STRUCTURE

CITY OF AZUSA  
ENGINEERING DIVISION

DATE: 2/11/14

PREPARED BY: HG

REVIEWED BY: DB

SCALE: N.T.S.

## **EXHIBIT B**

### **PROJECT DESCRIPTION**

Construction of an approximately 38-foot high, three-story parking structure with rooftop parking, containing 547 parking spaces, to be distributed among Foothill Transit, Metro Gold Line, and City of Azusa. The project will include a busway and four bus bays for loading and unloading of passengers and for layovers.